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**Oil and Gas Lease**  
**ABBER ENTERPRISES**

275 Lake Drive

Dalton, Ohio

44618

Instr: 201011240047340  
P: 1 of 5 F: \$72.00 11/24/2010  
Rick Campbell 9:08AM LEAS  
Stark County Recorder T20100039474

This agreement, made and entered into this 20 day of NOVEMBER 2010

between LEVI E. & SUSIE A. ZOOK, husband and wife, of  
15409 MILLERSBURG ROAD NAVARRE, OHIO  
44662.

Hereinafter called LESSOR and Abber Enterprises Inc. 275 Lake Drive, Dalton, Ohio 44618, hereinafter called LESSEE. For one dollar and other good and valuable consideration, receipt of which is hereby acknowledged, and in further consideration of the covenants and agreements hereinafter contained, LESSOR grants to LESSEE all of the oil and gas, and all of the constituents of either, in and under the land hereinafter described, for a term of five years (5) and so much longer thereafter as oil, gas, or their constituents are produced in paying quantities thereon, or operations are maintained under, all of that certain tract of land in: Sec No. SEC. 31 : CO. STAR and STATE of OHIO bounded substantially as follows: TWP TUSCARAWAS

On the North by: MANLON BINGER CIT  
On the <sup>WEST</sup> ~~South~~ by: RUBIN HERSHABURGER  
On the <sup>SOUTH</sup> ~~West~~ by: MANLON SWARTZENTRUBEN  
On the East by: BRES BAKER

Containing 78 acres more or less; provided, however that is at the termination of said term, either primary or extended, there is a well in the process of being drilled on said lands, then this lease shall continue in force so long as the drilling of such well continued with reasonable diligence and so much longer thereafter as oil and gas or their constituents are found on the said premises in paying quantities, in the judgment of Abber Enterprises Inc.

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LESSEE shall pay LESSOR, 180 <sup>per acre</sup> dollars (\$1400.00) per acre per five (5) years until said drilling operations are commenced or this lease is surrendered. However, the completion of a well upon said lands unproductive of oil or gas in paying quantities shall be considered as the equivalent of and regarded as the tender of delay rentals for a period of five years thereafter. No default shall be declared against the LESSEE by LESSOR for failure of LESSEE to make any payment or perform the same for 20 days after having received written notice by registered mail from LESSOR of their intention to declare such default.


LESSEE shall pay LESSOR twelve and one half percent (12.5%) of the amount received from production less all applicable taxes, transportation and compression costs as a landowner royalty. For all Oil & Gas mineral rights for all formations.

LESSOR may lay a pipeline to producing well on said premises at LESSOR'S own risk and expense and have two hundred fifty (300) MCF'S per year, if gas is available, free of cost. Any gas used in excess of two hundred fifty (300) MCF'S per year can be purchased at the current well head price. All free gas is subject to the right of abandonment of the well by LESSEE. It is LESSOR'S responsibility to purchase and maintain all regulators, gas lines, meters, and drips associated with free gas. The owner of the property where the well is situated shall be the person(s) entitled to the free gas.

Should it be determined that LESSOR is not the owner of the entire tract described above the and there-upon LESSOR shall receive a proportional amount in accordance with the delay rentals and royalties for any fraction of the above premises owned.

Payments of all moneys due on this lease may be made by check to LESSOR at the address above and will be mailed no later than 30 days after receipt of such funds.

All covenants and conditions between the parties hereto shall extend to their heirs, executors, successors, and assigns and LESSOR warrants and agrees to defend the title to the land herein described. LESSEE shall have the right to pay from amounts due to LESSOR such payments due to mortgage holder on behalf of LESSOR to protect the lease interests.

  
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**No change in the ownership of the land or assignment of rentals or royalties shall be binding on LESSEE until after LESSEE has been furnished with a written transfer of assignment or a certified copy thereof. LESSEE has the right to surrender this lease by recording surrender of this lease on the margin of the record thereof.**

**LESSEE will provide reclamation as required by the Ohio Department of Natural Resources and repair any title, fence or pay crop damage caused by LESSEE'S operations.**

**LESSOR grants to LESSEE the right to consolidate the leased lands described herein or a portion thereof with other lands to form an oil and gas development unit for the purpose of drilling a well thereon, according to the rules and regulations which may be adopted for proper development and conservation. LESSEE shall not be required to drill more than one well on such unit. Any well drilled on said development unit, whether or not it is located upon the leased lands, shall be deemed to be located upon the leased lands within the meaning and for the purposed of all the provisions and covenants of this lease to the same effect as if all the lands comprising said unit were described and subject to this lease. With respect to such a development unit, LESSOR agrees to accept, in lieu of the royalty provided in paragraph 3, that portion of the royalty percentage for which the lease hold acreage consolidated bears to the total acreage so consolidated.**

**LESSOR grants LESSEE the permission to conduct seismic surveys on the land herein described.**

**LESSOR guarantees there are no existing oil and gas leases on the aforementioned property and he currently owns the mineral rights to such property.**

**LESSOR grants LESSEE the right to lay pipelines a necessary to produce well(s).**

ABBER ENTERPRISES INC. (LESSEE)

Michael F. Abernathy  
MICHAEL F. ABERNATHY

THE STATE OF OHIO

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} SS:

Melody Butler

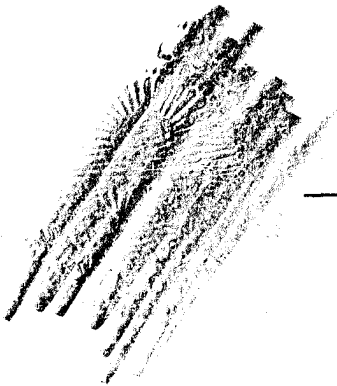
THE COUNTY OF WAYNE

MELODY BUTLER

WITNESS

Before me a Notary Public in and for said State, personally appeared  
Michael F. Abernathy who acknowledged the  
execution of the within instrument to be their voluntary act and deed.

WITNESS my hand and seal this 22 day of November, 2010



Cheryl A. Abernathy

Notary Public

Cheryl A. Abernathy  
Notary Public  
State of Ohio  
My Commission Expires  
1-21-13

PREPARED BY MICHAEL F. ABERNATHY

Dated: 23 November 2010

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

LESSOR

Levi E. Zook  
LEVI E. ZOOK

Susie A. Zook  
SUSIE A. ZOOK

THE STATE OF OHIO

}

Melody Butler  
witness

} SS:

MELODY BUTLER

THE COUNTY OF WAYNE

Before me a Notary Public in and for said State, personally appeared  
Levi E. & Susie A. Zook who acknowledged the execution of  
the within instrument to be their voluntary act and deed.

WITNESS my hand and seal 23 day of November, 2010



Cheryl A. Abernathy

Cheryl A. Abernathy  
Notary Public  
State of Ohio  
My Commission Expires  
1-21-13